

This is a combined synopsis/solicitation for commercial services and/or supplies prepared in accordance with the format in FAR Subpart 13.5 and FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will NOT be issued. The solicitation number for this requirement is FA2543-17-R-0001 and is hereby issued as a Request for Proposal (RFP) using subpart FAR Part 13, Simplified Acquisition Procedures.

The 460 CES/CEOES, Buckley AFB, Colorado requires a contract for the following item: A 12-month base period and four 1-year possible options (CLINS 000X – 400X) with the possibility of a 6-month option to extend services period for Vertical Transportation Equipment (VTE) (elevator) Maintenance. (See the attached Performance Work Statement (PWS), dated 25 July 2016 for specific details.) Any option periods will be exercised in accordance with 52.217-9, Option to Extend the Term of the Contract and 52.217-8, Option to Extend Services. A full service maintenance contract is required.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-92 effective 12 Nov 2016, DFAR DPN effective 4 Nov 2016 and AFFAR AFAC 2016-0603 effective 3 Jun 2016. The North American Industry Classification System (NAICS) code is 811310 – Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance with a Small Business Size Standard of \$7.5 Million.

This procurement is a 100% small business set aside. Women and women owned, service disabled veteran owned, and small disadvantaged businesses are strongly encouraged to submit proposals. The Government intends to issue a firm fixed price contract to the responsible Offeror whose lowest price and technically acceptable proposal conforms to the solicitation. Only technically acceptable offers will be considered.

The Government intends to evaluate offers and make award without discussions; however, this does not preclude the Government from having discussions if it is in the best interest of the Government. All interested parties must bid on all items.

#### PRICING:

BASE PERIOD (PoP: 1 Feb 17 – 31 Jan 18)

CLIN	ITEM DESCRIPTION PRICE	QTY	UNIT OF	ITEM PRICE	EXTENDED
			ISSUE		
0001	Full Service VTE – Monthly Maintenance and Repair	12	MO	\$_____	\$_____
0002	Over and Above – Routine and Emergency service calls per PWS Paragraph 2. Routine Labor Rate \$_____; Emergency Labor Rate \$_____.	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>

OPTION YEAR 1 (PoP: 1 Feb 18 – 31 Jan 19)

CLIN	ITEM DESCRIPTION PRICE	QTY	UNIT OF	ITEM PRICE	EXTENDED
			ISSUE		
1001	Full Service VTE – Monthly Maintenance and Repair	12	MO	\$_____	\$_____

1002	Over and Above – Routine and Emergency service calls per PWS Paragraph 2. Routine Labor Rate \$_____; Emergency Labor Rate \$_____.	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
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OPTION YEAR 2 (PoP: 1 Feb 19 – 31 Jan 20)

CLIN	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	ITEM PRICE	EXTENDED PRICE
2001	Full Service VTE – Monthly Maintenance and Repair	12	MO	\$_____	\$_____
2002	Over and Above – Routine and Emergency service calls per PWS Paragraph 2. Routine Labor Rate \$_____; Emergency Labor Rate \$_____.	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>

OPTION YEAR 3 (PoP: 1 Feb 20 – 31 Jan 21)

CLIN	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	ITEM PRICE	EXTENDED PRICE
3001	Full Service VTE – Monthly Maintenance and Repair	12	MO	\$_____	\$_____
3002	Over and Above – Routine and Emergency service calls per PWS Paragraph 2. Routine Labor Rate \$_____; Emergency Labor Rate \$_____.	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>

OPTION YEAR 4 (PoP: 1 Feb 21 – 31 Jan 22)

CLIN	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	ITEM PRICE	EXTENDED PRICE
4001	Full Service VTE – Monthly Maintenance and Repair	12	MO	\$_____	\$_____
4002	Over and Above – Routine and Emergency service calls per PWS Paragraph 2. Routine Labor Rate \$_____; Emergency Labor Rate \$_____.	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>

CLIN 5001 – Option to Extend Services per FAR 52.217-8 - \*DO NOT PRICE\*

TOTAL PRICE	\$_____
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GOVERNMENT PRIMARY POINTS OF CONTACT (POC's): Submit offers or any questions to the primary and alternate Points of Contacts (POCs): Primary - Debra Saumur [debra.saumur.1@us.af.mil](mailto:debra.saumur.1@us.af.mil), Alternate - Jeremy Belton at [jeremy.belton@us.af.mil](mailto:jeremy.belton@us.af.mil).

DEADLINES: Submit questions and offers to both the primary and alternate POCs. All questions or requests for information must be in writing and are due by COB on 20 Dec 2016. It is acceptable to submit proposals by email, mail or handcarried NLT 17 Jan 2017 @ 12:00 P.M. MST. Facsimile proposals will also be accepted at (720) 847-6443.

DELIVERY ADDRESSES: The maintenance of the VTE Systems will be performed/delivered to 460 CES/CEOS, 385 S. Aspen Drive, Buckley AFB, CO 80011.

**FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>:  
(End of provision)

**FAR 52.252-2 -- Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>:  
(End of clause)

**FAR 52.252-6 -- Authorized Deviations in Clauses (Apr 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.  
(b) The use in this solicitation or contract of any Federal Acquisition Regulation (FAR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.  
(End of Clause)

PROVISIONS/CLAUSES: The following Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS) and Air Force Federal Acquisition Regulation Supplements (AFFARS) provisions and clauses apply to this solicitation and are incorporated by reference (IBR):

FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights; FAR 52.204-4, Printed or Copied Double-Sided on Postconsumer Fiber Content Paper; FAR 52.204-6, Data Universal Numbering System Number; FAR 52.204-7, System for Award Management; FAR 52.204-9, Personal Identity Verification of Contractor Personnel; FAR 52.204-12, Data Universal Numbering System Number Maintenance; FAR 52.204-13, System for Award Management Maintenance; FAR 52.204-16, Commercial and Government Entity code Reporting; FAR 52.204-17, Ownership or Control of Offeror; FAR 52.204.18, Commercial and Government Entity Code Maintenance; FAR 52.204-19, Incorporation by Reference of Representations and Certifications, FAR 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations; FAR 52.212-1, Instruction to offers Commercial Items; FAR 52.212-4, Contract Terms and Conditions--Commercial Items; FAR 52.217-5, Evaluation of Options; FAR 52.219-28, Post-Award Small Business Program Representation; FAR 52.222-17, Nondisplacement of Qualified Workers; FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act; FAR 52.222-55, Minimum Wages Under Executive Order 13658; FAR 52.223-18, Encouraging Contractor Policies To Ban Text Messaging While Driving; FAR 52.225-13, Restrictions on Certain Foreign Purchases; FAR 52.225-25, Prohibition on Contracting

with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications; FAR 52.229-1 State and Local Taxes; FAR 52.232-33, Payment by Electronic Funds Transfer--System for Award Management; FAR 52.233-4, Applicable Law for Breach of Contract Claim; FAR 52.247-34, F.O.B. Destination. The following Defense Federal Acquisition Regulation Supplement (DFARS) clauses apply to this solicitation and are incorporated by reference: DFARS 252.201-7000, Contracting Officer's Representative; DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials; DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights; DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials; DFARS 252.204-7000, Disclosure Of Information; DFARS 252.204-7003, Control Of Government Personnel Work Product; DFARS 252.204-7004 Alt A, System for Award Management Alternate A; DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting; DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors; DFARS 252.219-7011, Notification to Delay Performance; DFARS 252.222-7007, Representation Regarding Combating Trafficking in Persons; DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports; DFARS 252.243-7001, Pricing of Contract Modifications; DFARS 252.243-7002, Requests for Equitable Adjustment. The following AFFARS clauses apply and are incorporated by reference: 5352.223-9001, Health and Safety on Government Installations; 5352.242-9000, Contractor Access to AF Installations; 5352.242-9001, Common Access Cards (CACs) for Contractor Personnel.

The following FAR, DFARS and AFFARS provisions and clauses apply to this solicitation and are incorporated in full text:

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## FAR 52.212-1 ADDENDUM

### ADDENDUM TO FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Oct 2016)

#### (A) GENERAL

The following instructions are provided to ensure the submission of information necessary to properly evaluate the offeror's proposal. Submit a complete proposal as detailed in this section and FAR 52.212-2, Evaluation— Commercial Items. Include only information relevant to this requirement. Failure to properly provide all information required by this solicitation may result in an invalid proposal. To accomplish a fair and reasonable pricing determination, the offeror must comply with the requirements of FAR Part 12. The SOLICITATION constitutes the model contract.

#### (B) FORMAT

1. Provide proposal on company letterhead or a SF 1449 with all appropriate blocks completed.
2. Include the Company's Name & Address. Also include the name, address, and telephone number and email address of the offeror.
3. Indicate the Solicitation Number – "FA2543-17-R-0001"
4. Indicate the day/time specified in the solicitation for receipt of offers "17 Jan 2017 by 12:00 PM (MST)".
5. Provide the offeror's DUN and Cage Codes.
6. Provide offeror's Socio-economic Set-Aside – Example Small Disadvantaged, Veteran Owned etc. designation.
7. Indicate any terms of an express warranty.
8. Provide the offeror's pricing (see paragraph (C) SPECIFIC INSTRUCTIONS below).
9. Provide the offeror's technical information – provide documentation of system knowledge and provide a Management Plan to show how monthly maintenance will be accomplished. (See paragraph (C) SPECIFIC INSTRUCTIONS below).
10. Complete and include Provision - FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law and provide this with their proposal.
11. Provide a "Remit to" address, if different than the mailing address.
12. Offeror is to review provision FAR 52.212-3, Offeror Representations and Certifications – Commercial Items. Only paragraph (b) of that provision must be returned if the offeror has completed the annual representations (reps) and certifications (certs) electronically at <https://www.acquisition.gov>. If the offeror has not completed the annual online reps and certs, then the offeror shall complete paragraphs (c) through (m) of this provision. The offeror shall provide either the paragraph (b) information or the (c) through (m) information along with the proposal.
13. Acknowledge any Solicitation Amendments issued. If the solicitation is amended, the offeror is responsible to acknowledge receipt of the Amendment prior to the hour and date specified in the Amendment. Failure to acknowledge receipt of the Amendment may result in rejection of your offer. Instructions on how to acknowledge receipt of the Amendment are contained in the Amendment.
14. Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
15. Provide in the offer a statement, "The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.
16. Prior to award, the offeror must complete and be active in the System for Award Management, SAM.gov. (<https://www.sam.gov>)
17. Provide a letter of authorization for the Contracting Officer to verify the offeror's financial responsibility. Include financial institution's name, address, primary point of

contact, and phone numbers for financial institutions.

18. Provide the offer on company letterhead, address all items under paragraph (B) Format and (C) Specific Instructions. Have an authorized company party sign and date the offer.

### (C) SPECIFIC INSTRUCTIONS

#### PRICE PROPOSAL

- a. The pricing proposal must be submitted for all periods.
- b. The Government expects the contractor to develop technical solutions, techniques, policies and processes that will result in cost reducing efficiencies throughout the life of this contract. The contractor's price proposal shall reflect those cost saving initiatives in each subsequent option period. (If it is not possible to show a decrease in each proceeding option period, provide justification of why it is not possible.)
- c. Monthly Maintenance CLINs 0001, 1001, 2001, 3001 & 4001 - provide whole dollar pricing for the ITEM PRICE and EXTENDED PRICE. This is a firm-fixed priced CLIN.
- d. To support the price provided in the Monthly Maintenance firm-fixed priced CLINs, provide a separate Price Breakdown explanation in sufficient detail to show the cost elements that make up the total proposed CLIN pricing. Submit the price breakdowns to include direct labor hourly wage rates broken down into fringe benefits rates, Workman's Compensation, FICA, other applicable direct/indirect costs, overhead, G&A and profit.
- e. The EXTENDED PRICE amount must equal the whole dollar UNIT PRICE multiplied by the number of units. All calculations shall be validated.
- f. Add the EXTENDED PRICES together for each period and complete the space for a final TOTAL PRICE that is also in whole dollars.
- g. Over & Above CLINs 0002, 1002, 2002, 3002 and 4002 are Not to Exceed (NTE) CLINs to handle non-standard work. Provide a fully loaded labor hour rate for Routine (Monday – Friday 7:30 – 4:30) and Emergency (other than routine) Labor under the ITEM DESCRIPTION portion (blank spaces provided). UNIT PRICEs or EXTENDED PRICEs are not required because work under these CLINs will be accomplished as Work Orders (WOs). Under a WO situation, there is a high probability that both parts and labor would be required and neither the parts (type or amount) or the labor (time) can be determined at this time. The hourly pricing the offeror submits for Routine and Emergency fully loaded labor hours does not have to be in whole dollars because the amount for this CLIN will be funded by the Government at the time of award and prior to exercising each option based on availability of funding. The final amounts of the WOs will be rounded to whole dollars. Available funding for the base period will be added to the pricing provided by the offeror under the base period CLIN for a final TOTAL PRICE.
- h. Note: CLIN 5001 is included in accordance with FAR 52.217-8 Option to Extend Services. **DO NOT SUBMIT PRICING FOR CLIN 5001.** This CLIN is provided to cover the extension of services option period. This section puts you on notice that the Government has included in the contract the above clause to extend services at the same price as the last performance period plus any applicable wage determination increase. The Government will evaluate price reasonableness on this CLIN for award by placing one-half of the total cumulative price for CLIN 4001, in the AMOUNT section of CLIN 5001. In accordance with FAR 52.217-8, if utilized, the CLIN will be exercised under the same terms and conditions that the contract is in at the time of exercise. Although the Government will evaluate the offer by utilizing the last option period prices, it reserves the right to exercise this option IAW FAR 52.217-8.

#### TECHNICAL PROPOSAL – Proposal shall not exceed 10 pages (not to include the cover page).

- a. The offeror shall provide copies of any certifications, trainings or authorizations by VTE manufacturers or industry partners for working on the type of equipment shown in the PWS.
- b. The offeror shall provide their Management Plan of how they intend on meeting the requirement to provide service under the Monthly Maintenance and Over and Above CLINs.

(D) SUBMISSION INSTRUCTIONS: Offerors shall submit their proposals to the following address via email, mail or hand delivered not later than the date and time (MST) specified on the solicitation notice. Fax submissions to (720) 847-6443 are also acceptable.

Jeremy Belton, Contract Specialist ([jeremy.belton@us.af.mil](mailto:jeremy.belton@us.af.mil)) and  
Debra Saumur, Contracting Officer ([debra.saumur.1@us.af.mil](mailto:debra.saumur.1@us.af.mil))  
460th Contracting Flight (460 CONF)/LGCA  
510 South Aspen Street (MS 92)  
Building 1030, Room 120  
Buckley AFB, Colorado 80011-9572

(E) FORMAL COMMUNICATIONS: Formal communication such as requests for clarification and information concerning this solicitation shall be submitted in writing. All communications shall be conducted via email; oral questions will not be accepted.

(End of Addendum)

#### 52.212-2 Evaluation -- Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price  
Technical Capability

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

#### FAR 52.212-2 ADDENDUM

#### ADDENDUM TO FAR PROVISION 52.212-2, EVALUATION - COMMERCIAL ITEMS (Oct 2014)

Award will be Best Value in accordance with Federal Acquisition Regulation Part 12 and 13. To be eligible for award, the offeror must be responsive, meet or exceed the technical requirements of this request as described, be determined to be responsible and the offered price must be determined fair and reasonable.

Award will be based on lowest price technically acceptable (LPTA), meeting or exceeding the requirements of the solicitation.

The following factors shall be used to evaluate offers:

#### PRICE

a. Price will be evaluated using techniques established in FAR 13.106-3 to ensure the Government receives a fair, reasonable, affordable and balanced price.

b. Price will be evaluated based on the requirements stated in FAR 52.212-1, Instructions to Offerors Addendum. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

#### TECHNICAL

- a. Technical capability will be evaluated on an acceptable/unacceptable basis. Acceptable technical capability can be demonstrated by the offeror providing certifications, manufacturer or industry trainings or manufacturer authorizations to work on the systems shown in the PWS. If this documentation is not available, provide a narrative on company letterhead of the offerer's technical capability to work on the systems.
- b. An acceptable proposal will provide a Management Plan that shows how Monthly Maintenance work will be accomplished to meet the requirements of the PWS. The plan will show how Over & Above work will be accomplished to meet the requirements of the PWS.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the specified expiration time of the receipt of proposals, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Addendum)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2016)

Go to <http://farsite.hill.af.mil> for the full text (the below is an excerpt due to the length of the provision)

“(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.”

(End of provision)

#### FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013- O0019) (MAR 2016)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final



payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). (v)

52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) ) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).) \_X

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter .)

(xi) ) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xii) ) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xiii) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016) (E.O. 13658).

(xiv) ) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) ) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) ) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.  
(End of Clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.  
(End of clause)

#### 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

52.219-28 - Post-Award Small Business Program Representation. (June 2007) (a) Definitions. As used in this clause-- Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter. (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

## **52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
Elevator Repairer	\$38.19 - \$21.99
Elevator Repairer Helper	\$26.73 - \$21.99

(End of Clause)

The following Defense Federal Acquisition Regulation Supplement (DFARS) clauses apply and are incorporated in full text:

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(c) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(d) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(e) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1 Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

The information is contained in the solicitation.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F03000
Issue By DoDAAC	FA2543
Admin DoDAAC	FA2543
Inspect By DoDAAC	FA2543
Ship To Code	F1K3DA
Ship From Code	N/A

Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	FA2543
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Contract Administrator: [jeremy.belton@us.af.mil](mailto:jeremy.belton@us.af.mil)

Customer: [michael.marberg@us.af.mil](mailto:michael.marberg@us.af.mil)

Alternate: [frank.lagerman@us.af.mil](mailto:frank.lagerman@us.af.mil)

(f) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

[jeremy.belton@us.af.mil](mailto:jeremy.belton@us.af.mil)

For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

The following Air Force Federal Acquisition Regulation Supplement (AFFARS) clauses apply and are incorporated in full text:

5352.201-9101 OMBUDSMAN (APR 2014)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of [OMB Circular A-76](#) competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, AFICA Ombudsman supporting AFSPC is AFICA/ KS, 150 Vandenberg Street, Ste 1105, Peterson AFB, CO 80914, (P) 719-554-5300, (F) 719-554-5299, email: [afica.ks.wf@us.af.mil](mailto:afica.ks.wf@us.af.mil). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/AFISRA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571)

256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)